

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: _____)
THURMAN L. NEWBILL,) Case No.
LORI A. NEWBILL,) Chapter 13
SSN: XXX-XX-5770)
Debtor(s)) Hearing Date:
) Hearing Loc:

CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	<u> </u> Included <input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	<u> </u> Included <input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions set out in Part 5.	<u> </u> Included <input checked="" type="checkbox"/> Not Included

Part 1. NOTICES

TO DEBTORS: This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

TO CREDITORS: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 Plan Payments. Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$405.00 per month for 60 months.

(B) \$_____ per month for _____ months, then \$_____ per month for _____ months, then \$_____ per month for _____ months.

(C) A total of \$_____ .00 through _____, then \$_____ per month for ___ months beginning with the payment due in _____.

2.2 **Tax Refunds**. Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums**. Debtor shall send additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee**. Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages**. Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
		Six months

3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments**. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
---------------	-----------------

(B) **Post-petition personal property lease payments**. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
		24 months

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
---------------	-----------------

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
---------------	-----------------	-------------------

(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
---------------	------------------	---------------

3.4 **Attorney Fees.** Pay Debtor's attorney \$1,803.00 in equal monthly payments over 18 months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
		48 months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.75% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
----------	-----------------	--------------	-------------------

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.75% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Metro St. Louis Sewer	\$1,753.37	\$35,000.00	25 months	\$1,963.00
MO Dept. of Revenue	2,048.85	35,000.00	25 months	2,294.00
St. Louis County Coll.	4,327.03	35,000.00	25 months	4,846.27

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
----------	-------------	-------------------	--------	---------------

(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$1,100.00 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
---------------	---------------	-------------------	---------------

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
----------	-----------	------------------------------

3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Internal Revenue Service	\$6,183.00
Missouri Dept. of Revenue	215.00

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$369,208.65. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$4,032.68. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$0.00. Debtor guarantees a minimum of **\$4,032.68** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

Any deficiency shall be paid as non-priority unsecured debt.

The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
Credit Acceptance Corp.	2014 Chevrolet Traverse
Progressive Leasing	Living Room Set

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
----------	----------------

Part 4. OTHER STANDARD PLAN PROVISIONS

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must

file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box “included” in Part 1 of this Plan:

5.1 _____

5.2 _____

Part 6. VESTING OF PROPERTY OF THE ESTATE

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: June 18, 2019

DEBTOR:____/s/ Thurman L. Newbill_____
THURMAN L. NEWBILL

DATE: June 18, 2019

DEBTOR:____/s/ Lori A. Newbill_____
LORI A. NEWBILL

DATE: June 18, 2019

____/s/ Rochelle D. Stanton_____
Attorney for Debtor, Fed Bar #49641MO
ROCHELLE D. STANTON, MO Bar #49641
745 Old Frontenac Square, Ste. 202
Frontenac, MO 63131
(314) 991-1559
(314) 991-1183 Fax
rstanton@rochelledstanton.com

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was filed electronically on June 18, 2019, with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to those parties listed on the Court's Manual Notice List and listed below on June 18, 2019.

Aargon Agency Inc.
8668 Spring Mountain Road
Las Vegas, NV 89117

ACS/Nelnet
501 Bleecker St.
Utica, NY 13501

AD Astra Recovery Services
7330 W. 33rd St., Ste. 118
Wichita, KS 67205

ADT Security Services
3190 S. Vaughn Way
Aurora, CO 80014

Allstate Insurance
P.O. Box 650562
Dallas, TX 75265

Ameren Missouri
P.O. Box 66881
Mail Code 310
Saint Louis, MO 63166

Ameren Missouri
P.O. Box 88068
Chicago, IL 60680

Americollect
1851 S. Alverno RD
Manitowoc, WI 54220

Apria Healthcare
1328 S. Highland Ave.
Jackson, TN 38301

Asset Recovery Solutions
2200 E. Devon Ave., Ste. 200
Des Plaines, IL 60018-4501

AT&T
P.O. Box 5001
Carol Stream, IL 60197-5001

Berman & Rabin, P.A.
Attorneys At Law
15280 Metcalf
Overland Park, KS 66223

Bridgecrest
P.O. Box 29018
Phoenix, AZ 85038

Capital One Auto Finance
3905 Dallas Pkwy.
Plano, TX 75093

Capital One Bank, USA, NA
P.O. Box 30285
Salt Lake City, UT 84130-0281

Capital One Services
P.O. Box 70886
Charlotte, NC 28272

Central Portfolio Control, Inc
10249 Yellow Circle Drive, Suite 200
Hopkins, MN 55343

Charter Communication
279 Trowbridge Dr.
Fond Du Lac, WI 54937

City of University City
Finance Department
6801 Delmar Blvd.
Saint Louis, MO 63130

Comprehensive Anesthesia Care, PC
P.O. Box 11750
Saint Louis, MO 63105

Consumer Collection Management, Inc.
P.O. Box 1839
Maryland Heights, MO 63043

Credit Acceptance Corp
P.O. Box 5070
Southfield, MI 48086

Credit Collection Service
Two Wells Ave.
Newton Center, MA 02459

Credit One Bank
P.O. Box 98872
Las Vegas, NV 89193

Day Knight and Associates
P.O. Box 5
Grover, MO 63040

Dept. of Education/Navient
P.O. Box 9635
Wilkes Barre, PA 18773

Diversified Consultants
10550 Deerwood Park Blvd,
Jacksonville, FL 32256

Dr. Nadia Ajanee
222 So. Woodsmill Road, Ste. 650 North
Chesterfield, MO 63017

Enhanced Recovery Company
8014 Bayberry Road
Jacksonville, FL 32256

Enterprise Recovery Systems
2000 York Road, Ste. 114
Oak Brook, IL 60523

Eye Care Associates of St. Louis
P.O. Box 790379
Saint Louis, MO 63179

First Community Credit Union
17151 Chesterfield Airport Road
Chesterfield, MO 63005

First Premier Bank
3820 N. Louise Ave.
Sioux Falls, SD 57107-0145

First Source Advantage, LLC.
P.O. Box 628
Buffalo, NY 14240-0628

GE Money Bank
P.O. Box 960061
Orlando, FL 32896-0061

GM Financial
P.O. Box 181145
Arlington, TX 76096

Hertz Corporation
P.O. Box 121056
Dallas, TX 75312-1056

I C Systems Inc.
P.O. Box 64437
Saint Paul, MN 55164

Insta-Credit Auto Mart
910 N. Bluff Rd.
MO 64378

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Jefferson Capital Systems, LLC
P.O. Box 7999
Saint Cloud, MN 56302-9617

John G. Heimos
Attorney At Law
10805 Sunset Office Drive
Saint Louis, MO 63127

Julia Goldstein Early Childhood Ed.
737 Kingsland Ave.
Saint Louis, MO 63130

Laclede Gas
720 Olive Street
Drawer 2
Saint Louis, MO 63171

Lamont, Hanley & Assoc., Inc
1138 Elm St.
P.O. Box 179
Manchester, NH 03101

Lou Fusz Motor Co.
925 N. Lindbergh Blvd.
Saint Louis, MO 63141

MCB Management Services
P.O. Box 1099
Langhorne, PA 19047

Medical West
P.O. Box 230
Odessa, MO 64076

Medical West Healthcare Center
444 S Brentwood Blvd
Saint Louis, MO 63105

Mercy Hospital St. Louis
P.O. Box 504856
Saint Louis, MO 63150-4856

Metro St. Louis Sewer District
2350 Market St.
Saint Louis, MO 63103

Missouri Title Loans
8900 St. Charles Rock Road
Saint Louis, MO 63114

Missouri American Water
P.O. Box 578
Alton, IL 62002-0578

Missouri Department of Revenue
General Counsel's Office
P.O. Box 475
Mail Stop 202
Jefferson City, MO 65105-0100

My Best Friend Veterinary Center
9350 Olive Blvd.
Saint Louis, MO 63132

National Credit Adjusters
P.O. Box 3023
327 W 4th Street
Hutchinson, KS 67504-3023

National Healthcare Coll.
700 Spirit of St. Louis Blvd., Ste. B
Chesterfield, MO 63305

Nationwide Recovery Systems
501 Shelley Suite 300
Tyler, TX 75701

Navient
300 Continental Drive
Newark, DE 19713

Neighbors Credit Union
6300 South Lindbergh
Saint Louis, MO 63123

Nissan Motor Acceptance Corporation
P.O. Box 78132
Phoenix, AZ 85062-8133

Performance Recovery Inc.
P.O. Box 9054
Pleasanton, CA 94566

Portfolio Recovery
120 Corporate Blvd., Ste. 100
Norfolk, VA 23502

Progressive Insurance
Dept 0561
Carol Stream, IL 60132-0561

Progressive Leasing
256 Data Dr.
Draper, UT 84020

Rawlings Financial Services
P.O. Box 2020
La Grange, KY 40031-2020

Receivable Solutions, Inc
P.O. Box 206153
Dallas, TX 75320

RJM Acquisitions Funding, LLC.
575 Underhill Blvd., Ste. 2241
Syosset, NY 11791

Robert Thornton, Attorney at Law
4151 Mexico Road
Saint Peters, MO 63376

S.C. System
P.O. Box 64378
Saint Paul, MN 55164

Sallie Mae
300 Continental Dr
Newark, DE 19713

Scott Neimeyer
11923 Hollybrook Drive
Maryland Heights, MO 63043

Security Credit Services
306 Enterprise Drive
Oxford, MS 38655

Signature Health Serv.
12639 Old Tesson Rd., #115
Saint Louis, MO 63128

Spectrum
P.O. Box 790086
Saint Louis, MO 63179

Spire
Drawer 2
Saint Louis, MO 63171

St. Louis Community College
5600 Oakland Avenue
Saint Louis, MO 63110

St. Louis Community Credit Union
3651 Forest Park
Saint Louis, MO 63108

St. Louis County, Missouri
Collector of Revenue
41 S. Central Avenue
Saint Louis, MO 63105

St. Louis Post Dispatch
Classified Collection Department
900 N. Tucker Blvd., 3rd Floor
Saint Louis, MO 63101

St. Luke's Hospital
P.O. Box 500223
Saint Louis, MO 63150

State Farm
P.O. Box 680001
Dallas, TX 75368

STL Path. LLC
P.O. Box 78609
Saint Louis, MO 63178

T-Mobile
P.O. Box 790047
Saint Louis, MO 63179-0047

TitleMax of Missouri, Inc.
8640 Airport Road
Saint Louis, MO 63134

Transworld Systems, Inc.
507 Prudential Rd.
Horsham, PA 19044

United Heath Care
Springfield Service Center
P.O. Box 740800
Atlanta, GA 30374

United States Attorney
111 So. 10th Street
20th Floor
Saint Louis, MO 63102

Universal Credit Acceptance
910 N. Bluff Road
Collinsville, IL 62234-5802

University of Phoenix
4615 E. Elwood St., Fl.3
Phoenix, AZ 85040

US Bank
P.O. Box 108
Saint Louis, MO 63166

USAA Auto Ins.
9800 Fredericksburg Road
San Antonio, TX 78288

Webster University
470 E. Lockwood Ave.
Saint Louis, MO 63119

Western Anesthesiology
339 Consort Drive
Ballwin, MO 63011-4439

Sworn and executed under penalty of perjury this 18th day of June, 2019 at Frontenac,
Missouri.

_____/s/Rochelle Stanton_____
ROCHELLE D. STANTON, MO Bar #49641
Attorney for Debtor, Fed.Bar #49641MO
745 Old Frontenac Square, Ste. 202
Frontenac, MO 63131
(314) 991-1559/ (314) 991-1183 Fax
rstanton@rochelledstanton.com